

This notice is made by Bulova Invest Ltd, company number 1585862 (British Virgin Islands), parent of Alcuda Limited (Company Number HE 279024(Cyprus)), trading as UPForIt.

IMPORTANT INFORMATION

1 TERMS AND CONDITIONS

- 1.1 Please read these terms and conditions carefully as they apply to your access to and use of the services described in our website.
- 1.2 A printed version of these terms and conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- 1.3 The materials contained in this website are provided for general information purposes only and do not claim to be or constitute any form of professional advice. We do not accept any responsibility for any loss which may arise from accessing or reliance on information contained in this website.
- 1.4 This website may include hyperlinks to websites operated by other parties and content posted by visitors to our website. We are not responsible for examining or evaluating them and their inclusion does not imply our endorsement of their content. We are therefore not responsible for the content of external Internet sites that link to this website or which are linked from it. Nor are we responsible for any content posted to this website by visitors.
- 1.5 The contents of this site are protected by copyright under international law.
- 1.6 Users are permitted to read the contents of this site and make copies for their own personal use only. All other use and copying of any of the contents of this site is prohibited. Copying from websites of third parties is subject to any requirements applicable to those sites.
- 1.7 We can, without liability, change or discontinue any part of the Service, temporarily or permanently. We will give you reasonable notice of any such change or discontinuance as is practicable in the circumstances. Notice of any changes to the Service will be posted on the website.
- 1.8 We can change these terms and conditions at any time but we will give you reasonable notice before doing so. We will post the amended terms and conditions on the website upon any such change. The amendments become effective upon being posted to the website and any use of the Service occurring after such posting is subject to the amendments. Your continued use of the Service after the posting of the amended terms and conditions on the website constitutes your acknowledgement of the terms and conditions and its modifications and your agreement to abide and be bound by them. These terms and conditions may not otherwise be amended, except in writing signed by both parties.

2 THE SERVICE

- 2.1 UPForIt provides an online introduction and dating service through the UPForIt website. The dating services that are provided enable you to contact and engage in conversation with our members and to participate in online events hosted on our website.
- 2.2 We create user profiles for use by our customer support representatives for the support, marketing and improvement of the Service. Our customer support representatives are encouraged to speak with our members and also to stimulate conversation between members by making introductions or recommendations. This is a vital part of the Service we provide. Should you wish not to be contacted in this way you can alter your preferences by visiting the 'My Account' section of this website.
- 2.3 We may, from time to time, send electronic communications to ask how our members are using certain aspects of the Service and to stimulate conversation between members.
- 2.4 There is no guarantee that you will find a date, a companion or an activity partner, or that you will meet any of our members in person.

3 MEMBERSHIP

3.1 Registration

By registering as a member and using any services offered on this website you warrant to us that you are over 18 years of age and that you agree to these terms and conditions. If you are not over 18 years of age or do not agree to the terms and conditions then you cannot proceed to use our website.

3.2 Subscription

There is no joining fee or monthly subscription fee payable for the use of the website. Upon becoming a member of the website you will have access to the free Standard Membership package ("Standard Membership"). Standard Membership gives you a limited access to features of the website. If you want, however, to get full access to all features of the website, you are welcome to buy one of the subscription packages currently available on our site.

3.3 Use of website

You agree to:-

- 3.3.1 provide accurate, and up to date information as required by the registration forms on the website;
- 3.3.2 update and maintain the accuracy of such information;
- 3.3.3 only post material relevant to the users of the website;
- 3.3.4 report any misuse of the website or any misleading or inappropriate material on the website or the profiles of other members;
- 3.3.5 maintain the security of your password;
- 3.3.6 be fully responsible for all use of your account and for any actions that take place using your account; and

EXHIBIT 6-B
TO DECLARATION OF
WILLIAM LIVINGSTON

3.3.7 only post genuine ratings of and comments on other users' profiles and other content based on your personal experience.
Please note that any comments you make, if false, could be defamatory and could lead to legal proceedings being taken against you.

3.4 You agree not to use the website to:-

3.4.1 impersonate any person or organisation or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or organisation;

3.4.2 upload or share any unsolicited or unauthorised material or advertising;

3.4.3 upload, publish or display any personal or confidential information of any person or organisation without their prior consent;

3.4.4 solicit or request personal information from anyone under the age of 18 or solicit passwords or personal information for unlawful purposes;

3.4.5 upload, share or otherwise make available any material that contains viruses or similar software or programs;

3.4.6 upload, share or otherwise make available any material which may be illegal, discriminatory in any way, of a sexual nature or otherwise offensive or harmful to other users of the website or others;

3.4.7 upload, share or otherwise make available any material which is deliberately misleading or fraudulent;

3.4.8 intimidate or harass any person or organisation;

3.4.9 engage in or transmit any unauthorised surveys, contests, chain letters or unsolicited mass distribution of e-mail;

3.4.10 promote another service, site and/or business or buy or sell products and/or services;

3.4.11 interfere or disrupt networks connected to the Services or attempt to interfere with the proper functioning of this website (including imposing an unreasonable load on the infrastructure of this website);

3.4.12 use or attempt to use the account of any other user without the consent of that user or our prior written authorisation; or

3.4.13 use, process or disseminate any of the information on this website for any purpose other than the purposes for which the information was provided.

3.5 You are solely responsible for any content which you upload, publish or display on this website. You warrant that you will not upload, publish or display any content that you did not create or that you do not have permission to upload publish or display. We reserve the right to review all content on the website and delete or remove any content which breaches these terms and conditions or which may be offensive, illegal or harmful to the safety of users of the website or to others.

3.6 By publishing, uploading or displaying content on the website you grant to us, and represent and warrant that you have the right to grant, an irrevocable, non-exclusive, royalty free licence to use, copy, publish, display, reformat, translate and distribute such content for any purpose in connection with the website, the associated services and the promotion of the website and the Service. You may remove content you have uploaded, published or displayed at any time, whereupon the licence granted above will expire, provided that we shall be permitted to retain archived copies of all such content.

3.7 Security

3.7.1 **Access to your user account with us and the material available to registered users on our website will be gained by using the screenname or email address and the password selected by you or provided to you during the registration procedure. You are responsible for ensuring the confidentiality and proper use of your login details and account and for restricting access to your computer and you agree to accept responsibility for all activities that occur under your account or password. In order to assist us with our security policy, you should not leave your computer terminal unattended while you are logged on to our website and should ensure that it is switched off each time you have finished.**

3.7.2 **You must tell us immediately if you believe that an unauthorised person knows your login details or has access to your account.**

3.7.3 **We reserve the right to refuse service or terminate your account if we suspect an unauthorised person is attempting to access it.**

3.8 Your Profile

3.8.1 **If your profile is removed by us or on termination of your membership, all data stored, including all messages previously sent or received, will be irreversibly deleted. You should therefore save any important information on your own systems.**

3.8.2 **If we consider that your profile is inappropriate, or does not comply with these terms and conditions, you will be advised of this decision, with reasons, and given a period of time to revise your profile. During this period, your profile may be hidden so that you can still log in and update details but your profile will not be available for other users to view.**

3.9 Termination

3.9.1 **If you wish to terminate your membership at any time please contact us using the contact details listed in paragraph 7 of these terms and conditions.**

3.9.2 **We may terminate your membership at any time by serving 1 days notice of termination on you.**

3.9.3 **If you have breached these terms and conditions we can terminate your membership immediately.**

3.9.4 **Upon termination of the Service you agree that we can immediately delete the files in your account and prevent any further access to such files or the Service.**

3.10 Cancellation

3.10.1 Under any Consumer Protection Regulations, you can postpone commencement of the Service until the seven working day cooling-off period has expired. However, if you choose to become a member and enter the Website, you are electing to commence the Service immediately and you thereby waive any right to cancel the Service under the above Regulations.

In case when the refund is not provided the customer will still be able to use our services until the membership's expiration date.

To Cancel Your Repeat Billing You Should:

- Log In To Your Profile.
- Choose "my account" section on the top menu and then click "cancel repeat" button on "Billing History" section.
- Please choose the reason why do you want to cancel.
- Follow the cancellation procedure.
- Then you'll be given a toll free number to reach our cancellation hotline.

Alternatively you can ask us to do it for you by [contacting us](#). Remember that you will still be able to use the paid service before the subscription expires.

The estimate time needed to complete the cancellation procedure – just one call to our cancellation hotline. The cancellation takes effect from the moment when the user contacts our cancellation hotline.

4 LIMITATION OF LIABILITY AND INDEMNITY

4.1 Your attention is drawn specifically to this paragraph.

4.2 This website or any part of it may not be compatible with your browser or computer configuration and we make no warranty that it is. We make no warranty that our services via this website will be available at any particular time or that your access to our website will be uninterrupted, timely or error free and we will not be responsible if we are unable to provide the website or its services for any reason.

4.3 If you are accessing our website and services in the course of a business, all implied warranties and conditions are excluded to the maximum extent permitted by law.

4.4 We shall not be liable for any losses you suffer as a result of unauthorised access to your account until such time as you have informed us of any unauthorised or possible unauthorised use of your login details or of a breach of security.

4.5 We shall not be liable for (a) any loss of profit, data loss, loss of production, depletion of goodwill and (b) any indirect loss, costs or expenses whatsoever in each case arising out of your use of our website, your use of our services available or advertised on our website or our failure to deliver services contained on our website. Our total liability for losses arising out of your use of this website, your use of the services available through it or our failure to deliver any such services shall be limited to the total cost of the purchase under which the claim arises for any one event or series of connected events or, if no service has been purchased, to \$ 100.

4.6 If you are accessing our website to use the Services available through it otherwise than in the course of your business, you have certain statutory rights as a consumer regarding the performance of services. These statutory rights are not and will not be affected by any statement contained in these terms and conditions (and in particular, any provision which has the effect of limiting our liability to you in the event that any service is defective or fails to correspond with the description given to it on this website shall not apply).

4.7 You warrant to us that you will not use this website or any other services accessible through your user account with us for any unlawful purposes or in a way that is prohibited by these terms and conditions. We may immediately terminate your account and your ability to access this website if you breach any such terms and conditions or if we believe that we or our other customers may incur liability from your actions.

4.8 If you are accessing our website in the course of a business, you agree to indemnify us and to keep us indemnified (except to the extent caused by our negligence, fraud or wilful default) from all or any liability or damages we incur in contract, tort (including negligence) or otherwise towards a third party as a result of your use of this website or any of the services accessible through your user account or any content published, uploaded or displayed by you on the website.

5 OUR CUSTOMER COMPLAINTS POLICY

We are committed to meeting the highest quality standards in the delivery of the service we provide to our customers. We aim to provide efficient and effective service and take any problems that do arise very seriously indeed. We aim to ensure that any complaints our customers may have are identified quickly and dealt with in accordance with our complaints handling procedure. In the event that you have any cause for complaint with regard to any of our services please contact using the contact details listed in paragraph 7 of these terms and conditions.

6 PRIVACY POLICY

Alcudia LTD respects your privacy rights and recognizes the importance of protecting any information collected about you. Alcudia's LTD privacy policy, available at [Privacy Policy](#), is applicable to these terms and conditions they define how, why and to which extent Alcudia LTD collects and uses personal and non-personal information in relation to Alcudia's LTD Services.

7 Alcudia MAIL

Alcudia Mail is our regular members only e-mail offering exclusive discounts and deals as well as a number of reward opportunities for our members. By checking the appropriate box on the new account registration form you consent to receive compatible matches, tips, announcements and special offers from UPForIt and selected partners from address admin@upforit.com to the e-mail address which you have provided. Should you wish to unsubscribe or reduce the number of e-mails you receive from us you can alter your preferences by visiting the 'My Account' section of this website and select the emails you dont want to receive by ticking the corresponding checkboxes. Also you can unsubscribe from a specific email by using the unsubscribe link from the email you don't want to receive any longer.

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8 GENERAL

8.1 If any provision contained in these terms and conditions is determined to be invalid or unenforceable the remainder of the terms and conditions shall not be affected.

8.2 You agree that we have the right to assign or sub-contract any or all of our obligations under these terms and conditions. You shall not, without our prior written consent, assign these terms and conditions.

8.3 The information contained in our website and any services have been prepared in compliance with the laws of British Virgin Islands and may not be applicable overseas. You should seek appropriate legal advice if you are unsure as to which country's law or jurisdiction applies to your circumstances.

8.4 Our website is operated and controlled from the British Virgin Islands and these terms and conditions and your use of this website are governed by and construed in accordance with the laws of British Virgin Islands. Unless you are using our website and services as a consumer, by agreeing to these terms and conditions you consent to all disputes arising out of or relating to your use of this website being decided only by the courts of British Virgin Islands. If you are accessing this website from another jurisdiction it is your responsibility to ensure compliance with the laws that apply to that jurisdiction.

8.5 You are not permitted to assign your rights under these terms and conditions. Except as expressly provided by these terms and conditions, no third party may enforce these terms and conditions by virtue of the British Virgin Islands Contracts.

8.6 Alcudia LTD, at its own discretion, may induce or let you be addressed by one or more Primary Profiles ("PP", "PPs") as one of its "Primary Profile" special characteristics. A Primary Profile may correspond to an Alcudia LTD employee or an Alcudia LTD affiliate or an automated system character developed by Alcudia LTD. Any information included in a PP does not refer to any real person, and is added to the Website for enjoyment and Users' entertainment only. PPs are created specifically to diverse and improve your online experience by, for instance, engaging in conversations with other Users, by familiarizing with existing or new features of the Service, or by inspiring an active participation on the Website. PPs may also serve for User's activities and communications control in order to ensure the conformity with these Terms.

In case of User's response to PP the User may occasionally receive one or more further interactions from such kind of PPs. Any contact between you and PP is aimed at entertainment and enjoyment only. Any point included in this section doesn't intend to provoke any right to, or expectation of, any interaction between Users and PPs.

You confirm that you understand, your any interaction with a PP takes comply with these terms. By accepting these terms, you thus

authorize Alcuda LDT to use or allow one or more PPs to interact with you by means of the Alcuda LTD Services.

Short form privacy policy

This website is owned and operated by Alcuda Limited (Company Number HE 279024(Cyprus)) as subsidiary of Bulova Invest Ltd, company number 1585862 (British Virgin Islands), trading as UPForIt. Our privacy policy relates only to information that we obtain from you and not to information obtained by third parties or via linked websites.

What information will be collected?

The type of information we will collect about you includes:-

1. your name, address, occupation, phone number and e-mail address
2. the information included in your membership profile and that you provide via our client surveys, your interests and details about the services you specifically request.

We will never collect sensitive information about you without your explicit written consent.

How will the information be used?

The information you provide to us when using this website will be used to administer your user account with us (including notifying you of any updates or services, should you consent to this), customise the site according to your interests, ensure that you are complying with the terms and conditions of use and to comply with our statutory and regulatory obligations. By registering a profile you consent to the wider dissemination of the information you provide in that profile to the other users of the site, some of whom may be outside the USA, to achieve your joint objectives. We will keep your personal information confidential except where you have posted it for publication or display, to the extent that we are compelled to disclose it by law or to comply with an instruction of a regulatory body of competent jurisdiction. We adhere to strict security procedures and your personal information will be held securely to ensure no unauthorised disclosure or access.

Your Rights

Should you wish to obtain a copy of the personal data that we hold on you, please send an e-mail to admin@upforit.com. If you believe that the information we hold about you is inaccurate or if you wish us to cease processing your data for any particular purpose or purposes, write to us at the above address or e-mail admin@upforit.com. If you have a complaint regarding any breach of this privacy policy, contact us at admin@upforit.com.

Tracking

When visiting our web pages, we generally use tracking technologies which record information about you automatically. This information does not identify you personally and is used to ensure that our Web pages stay compatible with a selection of browsers and systems.

Please click [here](#) to access our full privacy policy.

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